

Attachment A



SAN LUIS OBISPO COUNTY  
**DEPARTMENT OF PUBLIC WORKS**

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**M e m o r a n d u m**

To: PROJECT FILE      Date: December 27, 2012  
Project Number: 300386  
Bid Solicitation Date: November 20, 2012  
Bid Opening Date: December 20, 2012  
Bidder: Raminha Construction, Inc.  
Type of Work: Widening on Templeton Road  
Bid Amount: \$587,719.00

From: County of San Luis Obispo  
Department of Public Works – Design Division

Subject: Evaluation of Good Faith Effort of Raminha Construction, Inc.

The County of San Luis Obispo Department of Public Works ("County") established a Disadvantaged Business Enterprise (DBE) goal of 4 percent for this project. Raminha Construction, Inc. ("Raminha") was the apparent low bidder, but had no DBE participation.

If a bidder does not satisfy the DBE participation goal, its bid must demonstrate that it undertook good faith efforts to meet the goal. The County's evaluation of Raminha's good faith efforts is based on the *"Guidance Concerning Good Faith Efforts"* contained in 49 CFR Part 26, Appendix A (see Exhibit A). The efforts of Raminha were reviewed by the County from the information provided in the DBE Information – Good Faith Efforts documentation submitted by Raminha.

The County, as a recipient of federal funds, is responsible for making a fair and reasonable judgment as to whether a bidder has made adequate good faith efforts by considering the quality, quantity, and intensity of a bidder's efforts. 49 CFR Part 26, Appendix A (II) states that: "The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements."

The County determined that Raminha did not demonstrate a good faith effort to meet the DBE participation goal of this project for the reasons cited in this evaluation memorandum.

## EVALUATION

### A. Items of work the bidder made available to DBE firms

Item C of Raminha's DBE Information – Good Faith Efforts Form shows the total percentage of contract work Raminha claimed to make available to DBE firms was 11.02%. The following items of work, and corresponding claimed percentage of the total contract, were shown as made available to DBE firms:

- Fencing (2.9%)
- Paving (3.8%)
- Striping (1.8%)
- Pavement Markers (1.03%)
- Hydroseeding (0.39%)
- Roadside Signs (1.1%)

Raminha's advertisements and solicitations stated that Raminha was seeking subcontractor and material bids for the following items of work:

- Fencing (including temporary fencing) installation
- Asphalt concrete & hot mix asphalt (including installation)
- Class 2 base
- Concrete headwall
- Traffic stripe
- Pavement markers
- Pipe
- Rock slope protection fabric
- Hydroseeding

Based on Attachment D of the Good Faith Effort documentation, Raminha performed a DBE Query (using the Caltrans DBE website) and sent solicitations for the following work:

- Fencing Contractor (work code C8000)
- Asphalt supplier (work code C0639)
- Asphalt Concrete (work code C3901)
- Paving Asphalt (Asphalt Concrete) (work code C3910)
- Aggregate Base (work code C2602)
- Concrete Block and Masonry Retaining Wall (work code C5135)
- Thermoplastic Traffic Stripe and Marking (work code C8405)
- Painted Traffic Striping and Marking (work code C8406)
- Pavement Marking (work code C8501)
- Hydroseeding (work code C2021)

It should be noted that Raminha's search for DBE firms included firms willing to work in Caltrans District 5, 6, and 7 and that not every firm that is willing to work in District 6 and 7 is necessarily willing to work in District 5. Raminha's DBE search resulted in Raminha soliciting 44 DBE firms, but only 26 of these firms show they are willing to work in District 5.



The County determined that Raminha actually made 6.02% of project work available to DBE firms (see Exhibit B) based on the following:

1. Raminha claimed to make Roadside Sign work available to DBE firms; however they did not search the Caltrans DBE website for firms under the Roadside Sign Work Code C5620. Raminha also did not include roadside sign work in their advertisements or direct solicitations. For these reasons the County did not count this item of work as being made available to DBE firms.
2. Raminha claimed to make Paving available to DBE firms. The solicitations and advertisements stated that Raminha was seeking subcontractor and material bids for "asphalt concrete and hot mix asphalt (including installation)". Raminha's search for DBE firms to perform this work was limited to Asphalt Supplier (work code C0639), Asphalt Concrete (work code C3901), and Paving Asphalt (Asphalt Concrete (work code C3910). Raminha failed to search for DBE firms under Place Asphalt Concrete Dike and Miscellaneous (work code C3940), an item of work that was subcontracted by Raminha to a non-DBE firm. Raminha also failed to solicit all of the firms willing to perform Paving Asphalt (Asphalt Concrete) (work code C3910) in District 5. The two firms, Rebel Concrete (DBE Cert. # 2275) and Stoloski and Gonzalez (DBE Cert # 1213) were listed on the DBE Query; but based on the Good Faith Effort documentation, were not solicited by Raminha. For these reasons the County did not count these items of work as being made available to DBE firms.
3. Raminha's solicitations and advertisements stated that Raminha was seeking subcontractor and material bids for Class 2 Aggregate Base. Raminha's search for DBE firms under Aggregate Base (work code C2602) yielded only one firm. This firm, however, did not include District 5 as somewhere it was willing to work. For this reason the County did not count this item of work as being made available to DBE firms.
4. Raminha's DBE Query included DBE firms that perform Concrete Block and Masonry Retaining Wall (work code C5135) and Thermoplastic Traffic Stripe and Marking (work code C8405) work; however, there are no items of work in this contract that require that type of work. For this reason the County did not count these items of work as being made available to DBE firms.
5. Raminha's advertisements and solicitations stated that Raminha was seeking subcontractor and material bids for concrete headwall, pipe, and rock slope protection fabric; however, Raminha's DBE Query did not include work codes applicable to these items of work. For this reason the County did not count these items of work as being made available to DBE firms.

Although Raminha technically made enough work available to DBE firms to achieve the goal, Raminha failed to select portions of the work consistent with available DBE firms in accordance with 49 CFR 26, Appendix A (IV) (D) (1) which states: "It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation."

Based on the above discussion, the County has determined that these efforts were not sufficient to demonstrate a good faith effort.

#### **B. Solicitation effort documentation**

Raminha provided copies of the "Invitation to Bid" faxes and emails sent to DBE firms along with a DBE solicitation log documenting when the original solicitation was sent and when the follow-up was conducted.



The solicitations to DBE firms included appropriate information about the contract, including location, contract number, bid opening date, items of work available and contact information.

Initial fax or e-mail solicitations were sent to 44 DBE firms on 12/4/12, at which time only 2 firms responded that they would not be bidding on the project. Telephone calls were made on 12/19/12, the afternoon before bids were open, to 9 additional DBE firms. No additional documentation was submitted by Raminha regarding what type of work they were soliciting from these additional 9 firms.

Follow-up correspondence occurred on 12/17/12 and 12/19/12, to the original allowing 44 DBE firms solicited allowing limited time (0 -2 days) to respond, in which 19 additional firms confirmed they were not planning to provide a bid, 2 firms were planning to provide a bid, one firm remained undecided, and the remaining 21 firms did not respond. Based on the initial response from potential DBE firms, a bidder who was actively and aggressively trying to meet the goal would have made an attempt to either follow-up with firms sooner or to solicit additional DBE firms sooner than the day before bid opening. The Good Faith Effort documentation submitted by Raminha did not show they made any such effort.

Based on the above discussion, the County has determined that these efforts were marginal to demonstrate a good faith effort.

### **C. Rejected DBE documentation**

Raminha included quotes from 7 DBE firms and 2 non-DBE firms with the Good Faith Effort documentation. Raminha rejected all 7 DBE firm quotes. The Good Faith Effort documentation submitted by Raminha claims the DBE firms were rejected because the prices were not competitive with the quote of other firms or Raminha was self-performing the work.

49 CFR 26, Appendix A (IV) (D) (2) states that: "A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable."

The quotes provided by two DBE firms for fencing work, Ace Fence Company and Oliveira Fence, Inc., were substantially higher than the quote received by J. Arnold Fence Company (see Exhibit C). Based on the Good Faith Effort documentation submitted, Raminha did not receive the quote from J. Arnold Fence until December 21, 2012, one day after bids were open. J. Arnold Fence was listed correctly on the Designation of Subcontractors Form (see Exhibit D) submitted with Raminha's bid. While the two DBE fencing firms also quoted on bid items for fence removal, no documentation was submitted by Raminha justifying why neither of these quotes were accepted. Based on the bid submitted by Raminha the bid prices for the fence removal items were substantially lower than the prices quoted by the DBE firms.

The quote provided by DBE firm Triumph Geo-Synthetics, Inc. (see Exhibit E) was also rejected by Raminha for supply of erosion control blanket (bid item 25), HDPE pipe (bid items 35 and 36), and rock slope protection fabric (bid item 43). Based on the Good Faith Effort documentation, Raminha rejected the quote for the erosion control blanket and rock slope protection fabric because Raminha already has this material on hand. The Good Faith Effort documentation was not clear as to why the quote for the HDPE pipe was rejected; however,



based on the bid submitted by Raminha, the bid prices for these items were substantially lower than the prices quoted the DBE firm.

The quote provided by DBE firm Super Seal and Stripe (see Exhibit F) for striping, roadside signs, and pavement markers was also rejected by Raminha. Based on the Good Faith Effort documentation, Raminha rejected the quote for striping and pavement markers because of a \$430.13 price difference between Super Seal and Stripe and the selected firm, Toste Construction, Inc. (see Exhibit G). Raminha rejected the quote for roadside signs because Raminha is self-performing this work. If Super Seal and Stripe had been selected to perform the work they bid on, 4.3% DBE participation could have been credited to Raminha allowing Raminha to meet the DBE goal of 4%. It should be noted that the prices quoted by Toste Construction, Inc. to perform the work were based on one move-in rather than two move-ins included in Super Seal and Stripe's quote. It should also be noted that the Raminha's bid prices for striping and pavement markers is less than the quote provided by Toste Construction, Inc. by over \$4,000.

The quotes provided by two DBE firms for traffic control work, Force Traffic Control, Inc. and KRC Safety Company, Inc. (see Exhibit H), were rejected by Raminha because Raminha is self-performing this work. The quote provided by DBE firm Cindy Trump Inc. (see Exhibit I) for rental of cold planning equipment was also rejected because Raminha is self-performing this work.

Since Raminha rejected a reasonable quote from Super Seal and Stripe that could have allowed Raminha to meet the 4% DBE goal, it appears that Raminha did not take contract goals into consideration when negotiating with subcontractors and therefore did not act in accordance with 49 CFR 26, Appendix A (IV) (D) (2).

Based on the above discussion, the County has determined that these efforts were not sufficient to demonstrate a good faith effort.

**D. Publication effort made to advertise the projects to include DBE participation**

Raminha advertised in the following publications requesting DBE participation for this project, allowing sufficient time for DBE firms to respond:

Publications	Dates of Advertisement
DBE Good Faith.com - Trade	11/30/12 – 12/20/12
DBE Good Faith.com - Focus	11/30/12 – 12/20/12
SLO County Builders Exchange	12/03/12 – 12/13/12

Based on the above discussion, the County has determined that these efforts were sufficient to demonstrate a good faith effort.

**E. Agencies, organizations, or groups contacted to provide assistance in contacting, recruiting and using DBEs**

Raminha claimed to have contacted the following for assistance:

State of CA, Department of Transportation  
SLO County Builders Exchange

Raminha's contact with the State of California, Department of Transportation was through the Caltrans DBE Query website on 11/30/12. Raminha used the Caltrans website as the main resource in locating DBE firms.



Raminha's contact with the SLO County Builders Exchange was through the list of DBE firms that are members of the SLO County Builders Exchange; however, no documentation was provided to show what firms were on this list or whether they were contacted by Raminha.

Based on the above discussion, the County has determined that these efforts were sufficient to demonstrate a good faith effort.

**F. Efforts to provide information about the plans, specifications, and contract requirements**

Raminha's advertisements state: "The plans and specs are available for your review at our office and will be made available in electronic form upon request." Raminha's solicitations state: "Plans and Specification are available by appointment for review/takeoff at above address and may be made available in electronic format upon request."

Although Raminha did not direct DBE's to the County's website to view the plans and specifications, Raminha acted in accordance with 49 CFR 26, Appendix A (IV) (C) which states: "(the bidder is required to be) providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation."

Based on the above discussion, the County has determined that these efforts were sufficient to demonstrate a good faith effort.

**G. Assistance with bonding, lines of credit, insurance, equipment, supplies, materials, and/or services**

Raminha's advertisements state: "Bonds may be required from qualified subcontractors and assistance will be provided in obtaining bonds, insurance, and lines of credit as necessary."

Raminha's solicitations state: "Assistance will be provided upon request in obtaining bonding, lines of credit or insurance and any technical assistance."

According the Good Faith Effort documentation, Raminha did not receive any requests from DBE firms for assistance.

Raminha acted in accordance with 49 CFR 26, Appendix A (IV) (F) which states: "(the bidder is required to make) efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor."

Raminha's advertisement and solicitation did not include language that Raminha would assist DBE's in obtaining equipment, supplies, or materials, therefore Raminha did not acted in accordance with 49 CFR 26, Appendix A (IV) G) which states: "(the bidder is required to make) efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services."

Based on the above discussion, the County has determined that these efforts were marginal to demonstrate a good faith effort.

**H. Additional data to support a demonstration of good faith effort**

Raminha did not provide any additional documentation to support their good faith effort.



#### **I. Comparison of DBE participation achieved by other bidders.**

In determining whether a bidder has made good faith efforts, the County may take into account the performance of other bidders in meeting the DBE Goal, in accordance with 49 CFR 26, Appendix A (V) which states:

“In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.”

The 2nd and 3rd low bidders met the 4% contract goal, achieving 5.2% and 15% DBE participation, respectively.

Taking into account the performance of the other bidders to meet the goal, the County has determined that with additional reasonable efforts, Raminha could have met the goal.

#### **FINDING OF THE COUNTY**

Based on the discussion provided in this memorandum, the County has determined that Raminha did not demonstrate the level of effort that the County would expect it to take if it was actively and aggressively trying to obtain DBE participation sufficient to meet the DBE goal. Based on the County's evaluation Raminha failed to take contract goals into consideration when negotiating with DBE firms.

**The County finds that Raminha did not demonstrate a good faith effort to meet the DBE participation for this contract.**

Submitted by:



Cori Marsalek, PE  
Engineer

Approved by:



Jeff Werst, PE  
Design Engineer



## EXHIBIT A

**Appendix A to Part 26—Guidance Concerning Good Faith Efforts**

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere *pro forma* efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal ( *i.e.* , obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring *bona fide* good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of



## EXHIBIT A

their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

**EXHIBIT B**  
**DETERMINATION OF PERCENTAGE OF CONTRACT MADE AVAILABLE TO DBE FIRMS**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID PRICE	%
1	-	SHEETING, SHORING, AND BRACING	1	LS	LUMP SUM	\$ 1,000.00	0.17%
2	071325	TEMPORARY FENCE (TYPE ESA) PREPARE STORM WATER POLLUTION PREVENTION PLAN	640	LF	\$ 1.00	\$ 640.00	0.11%
3	074019	POLLUTION PREVENTION PLAN	1	LS	LUMP SUM	\$ 1,000.00	0.17%
4	074020	WATER POLLUTION CONTROL	1	LS	LUMP SUM	\$ 8,000.00	1.36%
5	074057	STORM WATER ANNUAL REPORT CONSTRUCTION SITE MANAGEMENT	1	EA	\$ 3,000.00	\$ 3,000.00	0.51%
6	074016	MANAGEMENT	1	LS	LUMP SUM	\$ 40,000.00	6.81%
7	120090	CONSTRUCTION AREA SIGNS	1	LS	LUMP SUM	\$ 600.00	0.10%
8	120100	TRAFFIC CONTROL SYSTEM	1	LS	LUMP SUM	\$ 30,000.00	5.10%
9	150630	REMOVE DELINEATORS REMOVE PAINTED STRIPES AND PAVEMENT MARKINGS	24	EA	\$ 12.00	\$ 288.00	0.05%
10	150711	PAVEMENT MARKINGS	5125	LF	\$ 1.00	\$ 5,125.00	0.87%
11	150805	REMOVE CULVERT (F) REMOVE ASPHALT CONCRETE SURFACING	138	LF	\$ 10.00	\$ 1,380.00	0.23%
12	150857	SURFACING	23328	SF	\$ 1.50	\$ 34,992.00	5.95%
13	150801	REMOVE OVERSIDE DRAIN	1	EA	\$ 260.00	\$ 260.00	0.04%
14	150604	REMOVE FENCE (3-RAIL)	110	LF	\$ 2.00	\$ 220.00	0.04%
15	150604	REMOVE FENCE (TOP RAIL)	178	LF	\$ 2.00	\$ 356.00	0.06%
16	150606	REMOVE FENCE (BW)	1773	LF	\$ 2.00	\$ 3,546.00	0.60%
17	152255	RESET MAILBOX	2	EA	\$ 150.00	\$ 300.00	0.05%
18	152316	RESET ROADSIDE SIGN (1-POST)	5	EA	\$ 250.00	\$ 1,250.00	0.21%
19	153112	COLD PLANE ASPHALT CONCRETE	233	SY	\$ 20.00	\$ 4,660.00	0.79%
20	160120	REMOVE TREE	32	EA	\$ 650.00	\$ 20,800.00	3.54%
21	160101	CLEARING AND GRUBBING	1	LS	LUMP SUM	\$ 20,000.00	3.40%
22	190101	ROADWAY EXCAVATION	3970	CY	\$ 16.00	\$ 63,520.00	10.81%
23	194001	BROW DITCH	200	LF	\$ 15.00	\$ 3,000.00	0.51%
24	198007	SHOULDER BACKING ROLLED EROSION CONTROL PRODUCT (BLANKET)	95	CY	\$ 35.00	\$ 3,325.00	0.57%
25	203033	PRODUCT (BLANKET)	37235	SF	\$ 0.60	\$ 22,341.00	3.80%
26	203031	EROSION CONTROL (HYDROSEED)	37235	SF	\$ 0.20	\$ 7,447.00	1.27%
27	260201	CLASS 2 AGGREGATE BASE	1361	CY	\$ 55.00	\$ 74,855.00	12.74%
28	390132	HOT MIX ASPHALT (TYPE A) PLACE HOT MIX ASPHALT (MISCELLANEOUS AREAS PLACE HOT MIX ASPHALT DIKE (TYPE A)	1041	TONS	\$ 105.00	\$ 109,305.00	18.60%
29	394090	(MISCELLANEOUS AREAS PLACE HOT MIX ASPHALT DIKE (TYPE A)	2473	SF	\$ 5.00	\$ 12,365.00	2.10%
30	394073	(TYPE A)	3680	LF	\$ 1.50	\$ 5,520.00	0.94%
31	510090	INSTALL PRECAST BOX CULVERT	128	LF	\$ 100.00	\$ 12,800.00	2.18%
32	510092	CONCRETE HEADWALL	29	CY	\$ 400.00	\$ 11,600.00	1.97%
33	510504	CONCRETE PIPE ENCASEMENT	20	LF	\$ 20.00	\$ 400.00	0.07%



**EXHIBIT B**  
**DETERMINATION OF PERCENTAGE OF CONTRACT MADE AVAILABLE TO DBE FIRMS**

ITEM NO.	CODE NO.	DESCRIPTION OF ITEM	ESTIMATED QUANTITY	UNIT	BID UNIT PRICE	BID PRICE	%
34	566011	ROADSIDE SIGN (1-POST)	22	EA	\$ 250.00	\$ 5,500.00	0.94%
35	641107	18" HDPE	50	LF	\$ 100.00	\$ 5,000.00	0.85%
36	641119	30" HDPE	90	LF	\$ 110.00	\$ 9,900.00	1.68%
37	690117	18" CMP	17	LF	\$ 90.00	\$ 1,530.00	0.26%
38	208595	1" PLASTIC PIPE SCH 40	475	LF	\$ 10.00	\$ 4,750.00	0.81%
39	685000	SUB-DRAIN (FRENCH DRAIN)	500	LF	\$ 20.00	\$ 10,000.00	1.70%
40	690106	18" CSP DOWNDRAIN (.079")	30	LF	\$ 100.00	\$ 3,000.00	0.51%
41	707050	36" CSP RISER	2	EA	\$ 3,000.00	\$ 6,000.00	1.02%
42	721010	ROCK SLOPE PROTECTION (BACKING NO.1, METHOD B)	7	CY	\$ 220.00	\$ 1,540.00	0.26%
43	729010	ROCK SLOPE PROTECTION FABRIC	292	SF	\$ 2.00	\$ 584.00	0.10%
44	800001	FENCE (BW)	1802	LF	\$ 6.00	\$ 10,812.00	1.84%
45	800701	FENCE (3-RAIL)	110	LF	\$ 25.00	\$ 2,750.00	0.47%
46	800701	FENCE (TOP RAIL)	223	LF	\$ 27.00	\$ 6,021.00	1.02%
47	810110	SURVEY MONUMENT AND WELL	9	EA	\$ 750.00	\$ 6,750.00	1.15%
48	840656	PAINT TRAFFIC STRIPE (2-COAT)	10924	LF	\$ 0.50	\$ 5,462.00	0.93%
49	850111	PAVEMENT MARKER (RETROREFLECTIVE)	325	EA	\$ 5.00	\$ 1,625.00	0.28%
50	850111	PAVEMENT MARKER (NON-REFLECTIVE)	150	EA	\$ 4.00	\$ 600.00	0.10%
51	-	ALLOWANCE FOR PAVING ASPHALT PRICE INDEX INCREASE	1	ALLOWANCE	ALLOWANCE	\$ 2,000.00	0.34%
TOTAL						\$ 587,719.00	100.00%
TOTAL % AVAILABLE TO DBE FIRMS							6.02%



## EXHIBIT C

**ACE FENCE COMPANY**

727 NORTH GLENDORA AVENUE, LA PUENTE, CA 91744

PHONE (626) 333-0727 \* FAX (626) 333-7843

CERTIFIED AS DBE/UDBE/SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid

"Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services"

"We Are An Equal Opportunity Employer"

**FAX QUOTE**

TO : General Contractor  
 FAX # : Tel #  
 FROM : Ben Layos  
 PROJECT : Widening of Templeton Road From Bluebird Hill Lane to South Pomar Near Templeton, CA  
 County Of San Luis Obispo-Public Works Edpartment # 300386  
 BID DATE : 12/20/12 2 P.M.  
 SPECS : Plans & Specs

ATTN : Estimator  
 DATE : 12/20/12  
 PAGES : 1

**ADDENDUM:**

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
<b>Proposal as follows:</b>					
14	Remove Fence (3 Rail )	LF	110	\$ 17.00	\$ 1,870.00
15	Remove Fence (Top Rail)	LF	178	\$ 11.00	\$ 1,958.00
16	Remove Fence (Type BW)	LF	1,773	\$ 5.00	\$ 8,865.00
44	Fence (Type BW)	LF	1,802	\$ 15.00	\$ 27,030.00
45	Fence ( 3 Rail)	LF	110	\$ 40.00	\$ 4,400.00
46	Fence (Top Rail)	LF	223	\$ 48.50	\$ 10,815.50
<b>TOTAL PAGE AMOUNT:</b>				<b>\$</b>	<b>54,938.50</b>

**NOTES :**

- \* ITEM # 44 CALTRANS STD PLAN A88 & SPECS (Wood Post), INCLUDE ONE 10' WIDE TYPE BW GATE.
- \* INCLUDE ONE MOVE IN, ADDITIONAL MOVE IN \$1200
- \* ROCK DRILLING, CONCRETE SAWCUTTING, BREAKING & CORE DRILLING IS NOT INCLUDED.
- \* THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.
- \* **PLEASE REFER TO ADDITIONAL NOTES & EXCLUSIONS BELOW FOR MORE INFORMATION.**

**NOTE:** PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR PROPOSAL IS PER LINE ITEM & NOT LUMP SUM UNLESS IT STATES OTHERWISE. AWARD MUST HAPPEN WITHIN 60 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

**EXCLUDE:** DELINEATORS; MINOR CONCRETE; VEGETATION CONTROL; RE-BARS; CONC. FORMWORKS; REMOVAL OF MBGR, VEGETATION OR ANY OBSTRUCTIONS ALONG THE FENCE/MBGR LINE; DEMOLITION; CLEARING & GRUBBING; BACKFILL & COMPACTION; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE SAWCUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; CONSTRUCTION OF CONCRETE CURBS MOWSTRIPS; GROUNDING OR ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATION; COSTS FOR INSPECTIONS & TESTING; BOND COSTS; ASBESTOS & LEAD COMPLIANCE PLAN OR ANY RELATED WORKS; PERMITS & PERMIT FEES; RAILS; TEMPORARY FENCING & RAILINGS; TRAFFIC CONTROL, LIGHTING & SIGNAGES; FLAGMEN; LANE CLOSURE; HAULING OR RELOCATION OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

**INSURANCE:** GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000.

**CIP / CCIP PROJECTS -** WC'S PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

**LICENSE # C-13 # 801674, EXP. 12-31-2013 - UNION**  
**SUBJECT TO ACCEPTANCE WITHIN 30 DAYS**



## EXHIBIT C

**OLIVEIRA FENCE, INC.****34 Years in Business****Lic. No. 404243 C13**

400 Reed Street, Suite 213, Santa Clara, California 95050

\*(408) 727-3811 \* Fax (408) 727-2690 \*email oliveirafence2@yahoo.com

Women Owned Business Enterprise

Bond Rate-1.5%- cost is not included in price

Liability insurance limits-\$10 Mil each occurrence

Caltrans Certification No. CT-001583 SDBE/SWBE/UDBE

Oliveira Fence is part of the Laborers Union

DUNS No. 088832910

State of California Certification No. REF-0023017 SBE

City of Sacramento Certification No. 19905

Federal ID No. 94-2753230

Clearinghouse Supplier No. 8AN00032 WBE Certification

**BID PROPOSAL**

Company:

Attn: Estimating Department

Project: Widening of Templeton Rd. from Bluebird Hill

Location: Templeton, CA

Estimator: Debbie Garcia

Bid Date: 12/20/12

Addenda Noted: 0

Move-Ins Included: 2 move-in

Additional Move-ins: \$500.00 each

Manufactures' Lead Time: 4 weeks notice

Bid Item	Description	Number of	Type	Unit Price	Total Price
14	To Remove 3-Rail Fence and Dispose of it.	110	LF	\$ 10.00	\$ 1,100.00
15	Remove & Dispose of top rail fence 60" Non Climb.	178	LF	\$ 10.00	\$ 1,780.00
16	To Remove and Dispose of Barb Wire Fence.	1,773	LF	\$ 2.50	\$ 4,432.50
44	To Furnish and Install 5 strand barb wire fence, green metal t-posts, metal fence corners and braces.	1,802	LF	\$ 11.50	\$ 20,723.00
45	To Furnish and Install 3 rail fence, painted.	110	LF	\$ 100.00	\$ 11,000.00
46	To Furnish and Install 60" Non Climb Top Rail Fence, Painted.	223	LF	\$ 100.00	\$ 22,300.00
Note: Our liquidated damages maximum is \$5,000.00 per day anything over that the general contractor will have to pick up the additional costs per day over \$5,000.00 We have never had a liquidated damage cost. <b>PLEASE SEE BELOW FOR EXCLUSION.</b>					
Total Bid:				\$	61,335.50

**IMPORTANT NOTES** - Due to the volatility of the Steel Market, prices quoted above are good for only 30 days from the date of Proposal. After 30 days this is subject to Re-Negotiation, if terms cannot be reached Oliveira Fence Inc. reserves the right to nullify this proposal. Once we receive approved submittals we will be ordering materials due to the steel cost increase. If for any reason the project is cancelled the owner will be responsible for payment for all purchased materials. Damaged Temporary Fence Panels will be charged to the general contractor.

**EXCLUSIONS:** Bond premium, building permits, railroad protective liability policy, special coverage insurance premiums, penalties for delays beyond Oliveira Fence control, clearing/grubbing, grading, hand digging, concrete & asphalt patching, electrical and grounding, landscape restoration, traffic control painting, flange plates or saddle brackets, demo/removal of fence unless requested in the above quote, engineering or testing, embeds/post pockets or sleeves or clean out, core drilling and saw cutting, removal or disposal of dirt spoils (dirt spoils will be left near the concrete post holes), backfilling post holes, removal of disposal of hazardous substances, padlock, concrete mow strip and flat work, liability for locating underground utilities, liability for damages to un-located underground utilities, maintenance of temporary fences, no night work, surveys and layout, staking, signs on fences and gates, welding of any fence materials or rebar cages for fence post.

## EXHIBIT C



California State Contractor License # 899977

**BID SHEET**

12530 Hi Mountain Road, Santa Margarita, CA 93453  
 Phone 805.610.0036 Fax 805.438.4046

Date: 12-21-12

CUSTOMER		JOB TITLE		LOCATION	
Raminha Construction		Fence		Templeton Road widening	
QTY	ITEM	DESCRIPTION	JOB	UNIT PRICE	LINE TOTAL
1802 lineal ft.	# 44	Fence BW (barbed wire)		\$5.00/ft	\$9,010.00
110 lineal ft.	# 45	Fence 3 rail		\$23.00/ft	\$2,530.00
223 lineal ft.	# 46	Fence top rail		\$24.00/ft	\$5,352.00
SUBTOTAL					\$16,892.00
TOTAL					\$16,892.00

1. Send all correspondence to:  
 J. Arnold Fencing  
 12530 Hi Mountain Road  
 Santa Margarita, CA 93453  
 Phone 805.610.0036 Fax 805.438.4046

2. Thank you for your business.

Property owner will be responsible for all necessary permits

Joey Arnold

Authorized by

12/21/12

Date



## EXHIBIT D

**DESIGNATION OF SUBCONTRACTORS FORM**

In compliance with the provisions of Sections 4100-4113 of the Public Contract Code of the State of California, and any amendments thereto, the undersigned bidder sets forth the following:

- The name and location of the place of business of each subcontractor who will perform work or labor, or render service to the undersigned Prime Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Prime Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the undersigned Prime Contractor's total bid or in the case of bids for the construction of streets and highways, including bridges, in excess of one-half of one percent or ten thousand dollars (\$10,000), whichever is greater.\*
- The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

Bid Schedule Item No.	Description of Portion of Work (if applicable)	Subcontractor	License No.	Address	Approximate Dollar Value
44, 45, 46	Fencing	J. Arnold Fence	899977	12530 Hi Mountain Rd Santa Margarita, CA 93453	16,892-
10, 48, 49, 50, 8	Traffic Stripe & Pavement Markers	Toste Construction, Inc	879415	2651 Green Place Arroyo Grande, CA 93420	16,822-
28, 29, 30	Paving	Toste Grading & Paving, Inc	318439	P.O. Box 407 Grover Beach, CA 93423	22,600-
47	Survey	McMillan Land Surveys	656729	2300 Broad St San Luis Obispo, CA 93401	4,500-

By: 

(Bidder's Signature/Printed Name and Title/Company Name)  
 David Raminha, President, Raminha Construction, Inc.

\*NOTE: When there is a failure to list a subcontractor, as required, the law provides that the Contractor agrees to do the work with his or her own forces. In such case, bidder must be authorized to perform said work. Any bid not complying with the provisions hereof may be rejected.

**RETURN THIS FORM WITH YOUR BID PROPOSAL**

DB-13

## EXHIBIT E



## TRIUMPH GEO-SYNTHETICS, INC.

P.O. Box 5391 Fullerton, CA 92838

PHONE (888) 775-7545 FAX (714) 237-1549

Certified DBE/WBE/SBE/UDBE Sales@TriumphGeo.com

## QUOTATION

Quote Number

59878

PLEASE REFERENCE  
THIS QUOTE #

## To: Estimating

Raminha Construction  
6805 Sycamore Rd.  
Atascadero, CA 93422  
805-461-0052

Bid/Project Date: Thursday, 12/20/2012

Project Name: WIDENING OF THE TEMPLETON  
ROAD FROM BLUEBIRD HILL LANE TO SOUTH EL  
POMAR

Project Location: SAN LUIS OBISPO, CA

Project Zip: 93408

Bid/Project #: 300386

Fax: 805-461-0053

Email:

FOR QUESTIONS ABOUT THIS QUOTE, PLEASE CALL TRIUMPH AT (888) 775-7545 OR EMAIL SALES@TRIUMPHGEO.COM

Est.Qty	Units	Item #	Description	Price	Units	
37,800	SF	NAG S150BN-8	NAG S150BN, Straw Blanket, Bionet, 8' x 112.5', 100 SY/roll	\$0.107 \$96.235	SF Roll	4045
13	box	99-STAPLES 6"/9GA	6"x1"x6" Staples, 9 Gauge, Non-Galvanized, 1000/Box	\$62.000	box box	806
			Please allow 30 days lead time for the erosion control blanket			
1			Estimated Freight to Jobsite Note: Fuel surcharges may apply.	\$600.000		600 5451
4,500	SF	99-S800-15	Mirafi S800 Nonwoven Geotextile, 15'x300', 500 SY/roll	\$0.131 \$588.273	SF roll	
1			Estimated Freight to Jobsite Note: Fuel surcharges may apply.	\$150.000		
60	LF	18" HDPE Solid	18"x20' Dual Wall HWY HDPE Solid WT Pipe Bid Item # 35	\$11.140	LF	
100	LF	30" HDPE Solid Pipe	30"x20' Dual Wall HWY HDPE Solid WT Pipe Bid Item # 36	\$27.530	LF	
1			Freight allowed to job site. Add fuel surcharge. Single delivery full quantity only.	\$81.110		

DBE / DBE / UDBE SUPPLY 60% CREDIT. Price Quote Firm 30 Days from Bid. Subject to escalation thereafter. Orders less than bid  
quantity subject to Unit Price Increase. Quotes are for standard roll sizes unless noted otherwise. Quantities based upon customer  
provided data or engineers estimate. Determination of all quantities required for completion of project is sole responsibility of contractor.

Sales Tax  
NOT INCLUDED  
in prices.

RETURNS: Returns within 30 days of sale subject to a 25% restocking charge plus freight in and out.  
Must be in original packing & in good condition. No returns accepted on nonstandard  
custom fabrication. Materials manufactured for a specific project are NOT returnable.  
All returns must have a Return Authorization Number.

FUEL SURCHARGES may apply due to volatile market conditions differing from time of quote.

TERMS: Accounts due 30 days of Invoice Date. Finance Charge 1.5% per month Past 30 Days.  
Customer agrees to pay all legal, interest and collection fees incurred by company in collection  
of payment.



# EXHIBIT F



Airport \* Highway \* Street \* Parking Lot  
Striping \* Markers \* Thermoplastic  
Signs \* Sealcoat \* Crackfill  
LIC. # 396627 \*MBE/SBE/ UDBE #2003

## REVISED ESTIMATE

COMPANY:

ATTN:

PHONE:

FAX:

CITY:

ZIP:

JOB NAME: COUNTY OF SAN LUIS OBISPO - WIDENING OF TEMPLETON ROAD

CITY: TEMPLETON, CA

ADDRESS: FROM BLUEBIRD HILL LANE TO SOUTH EL POMAR

PLANS: SHEETS 13, 14 & 17

SPECS: YES

EMAIL: trevor@supersealandstripe.com

ESTIMATOR: TREVOR

BID DATE	ACCEPTANCE	START DATE	COMPLETION DATE		
12/20/12					
TEM #	DESCRIPTION	QTY	U/M	U.C.	TOTAL
	<b>INSTALL IN TWO COAT PAINT</b>				
8	TRAFFIC CONTROL SYSTEM (PARTIAL - FOR OUR WORK ONLY)	1	LS	\$7,300.00	\$7,300.00
10	REMOVE PAINTED TRAFFIC STRIPE (GRINDING METHOD)	5125	LF	\$0.95	\$4,868.75
18	RESET ROADSIDE SIGN - 1 POST	5	EA	\$215.00	\$1,075.00
34	ROADSIDE SIGN - 1 POST	22	EA	\$325.00	\$7,150.00
48	PAINT TRAFFIC STRIPE (2-COAT)	10924	LF	\$0.32	\$3,495.68
49	PAVEMENT MARKER (RETROREFLECTIVE)	325	EA	\$3.50	\$1,137.50
50	PAVEMENT MARKER (NON-REFLECTIVE)	150	EA	\$3.00	\$450.00
ALL ITEMS ON THIS PROPOSAL MUST BE USED. NO REMOVAL OF ITEMS WILL BE ACCEPTED.					
THIS PROPOSAL EXCLUDES THE FOLLOWING:					
REMOVAL OF TEMP TAGS					
TEMPORARY STRIPING					
CONSTRUCTION AREA SIGNAGE					
POSTING OF TEMPORARY NO PARKING SIGNS					
MESSAGE BOARDS					
HAZARDOUS MATERIAL REMOVAL AND DISPOSAL					
CONSTRUCTION LIGHTING FOR NIGHT WORK IF REQUIRED					
TRAFFIC CONTROL PLAN					
WET SANDBLASTING					
LEAD COMPLIANCE PLAN					
BASED ON TWO MOVE-INS. ADDITIONAL MOVE- INS @ \$4,200/EA					
CONTRACTOR IS TO PROVIDE AN ON-SITE LOCATION TO STOCKPILE REMOVAL DEBRIS AND PAY ALL ASSOCIATED COSTS/FEE'S FOR HAUL-OFF AND DISPOSAL.					
PRICE COVERS LISTED ITEMS ONLY.					
DOWN TIME CAUSED BY ANYTHING BEYOND THE CONTROL OF SUPER SEAL AND STRIPE WILL BE BILLED AT \$125/MAN HOUR					
PRICE DOES NOT INCLUDE PREMIUM FOR SATURDAY OR SUNDAY WORK HOURS					
CALL TIM TANNER FOR SCHEDULING - (805) 432-3620					
PAGE 1 OF 2				TOTAL	\$25,476.93

A CONTRACT AND FIFTEEN (15) WORKING DAY'S NOTICE MUST BE GIVEN PRIOR TO STARTING WORK.  
UPON ACCEPTANCE PLEASE SIGN AND RETURN. ABOVE PRICE NOT VALID AFTER 30 DAYS.

P.O. BOX 755, FILLMORE, CA 93016-0755  
(805) 524-7345 - FAX (805) 524-7428  
LIC. # 396627 SBE/DBE/WBE CCA-8087



## EXHIBIT G

**Toste Construction, Inc.**

SEALING &amp; ASPHALT MAINTENANCE

2651 GREEN PLACE

ARROYO GRANDE, CA 93420

LICENSE NO. 879465

(805) 473-0884

FAX (805) 473-0970

**PROPOSAL**

DATE	PROPOSAL #
12/20/2012	3195
EMAILED	FAXED

<b>TO:</b>		<b>PROJECT:</b>
BIDDER'S LIST		WIDENING OF TEMPLETON ROAD FROM BLUEBIRD HILL TO SOUTH EL POMAR TEMPLETON CA
PHONE	FAX	CUSTOMER E-MAIL

DESCRIPTION	UNIT	QTY	RATE	TOTAL:
PREVAILING WAGE RATES APPLIED.				
ITEM # 10 REMOVE PAINTED STRIPES AND PAVEMENT MARKINGS	LF	5,125	1.20	6,150.00
ITEM # 48 PAINT TRAFFIC STRIPE ( 2-COAT )	LF	10,924	0.70	7,646.80
ITEM # 49 PAVEMENT MARKER (RETROREFLECTIVE)	EA	325	7.00	2,275.00
ITEM # 50 PAVEMENT MARKER (NON-REFLECTIVE)	EA	150	5.00	750.00
** (TRAFFIC CONTROL IS INCLUDED FOR OUR WORK ONLY) **				
EXCLUSIONS: PERMITS, TRAFFIC CONTROL PLAN, ELECTRONIC MESSAGE BOARD, HAZARDOUS WASTE LIABILITY OF ANY KIND, SURVEY OR ANY TESTING, NO ASPHALT COATING UNLESS ESTIMATED. ESTIMATE IS BASED UPON 1 MOVE-IN. ANY ADDITIONAL MOVE-INS SHALL BE \$1,500.00. IF YOU HAVE ANY QUESTIONS PLEASE CONTACT OFFICE @ (805)473-0884				

WE PROPOSE HEREBY TO FURNISH MATERIAL & LABOR - COMPLETE IN ACCORDANCE WITH THE ABOVE SPECIFICATIONS FOR THE SUM OF:

**TOTAL: \$16,821.80**

NOTE: UNLESS NOTED, ESTIMATE IS BASED ON NORMAL WORKING HOURS DURING A NORMAL WORK WEEK & IS SUBJECT TO CHANGE FOR NIGHT & WEEKEND WORK. WE REQUIRE 30 DAYS NOTIFICATION PRIOR TO SCHEDULING. NOTIFICATIONS WITH LESS THAN 30 DAYS ARE SUBJECT TO AVAILABILITY.

EXCLUSIONS: TOSTE CONSTRUCTION IS NOT RESPONSIBLE FOR CURING PERIOD DUE TO WEATHER CONDITIONS. TOSTE CONSTRUCTION WILL NOT BE HELD RESPONSIBLE FOR DAMAGES TO SEALING OR STRIPING AFTER INSTALLATION, AND IS NOT RESPONSIBLE FOR SURFACE PIPES OR ELECTRICAL WIRES THAT ARE NOT INSTALLED TO CODE WHICH IS 12-18" FROM THE SURFACE OF THE SOIL. PRICE AND SCHEDULING OF THIS CONTRACT IS SUBJECT TO CHANGE WITHOUT NOTICE DUE TO: UNEXPECTED OIL INCREASES, TOSTE CONSTRUCTION WILL NOT ACCEPT ANY LIABILITY FOR ANY LAWSUITS ARISING FROM AN ADA OR HANDICAP ACCESS ISSUE OR COMPLIANCE. OWNER WILL BE RESPONSIBLE IN KEEPING PEDESTRIANS, VEHICLES, AND ANIMALS FROM TRESPASSING ON AREAS DURING CURING PERIOD. WORK DELAYS CAUSED BY PROPERTY OWNERS, TENANTS, LEASEES, OR ANY MANAGERS OR EMPLOYEES MAY INCUR ADDED FEES FOR ADDITIONAL TRIPS MADE TO COMPLETE THE PROJECT. OUR WARRANTY DOES NOT INCLUDE OIL SPOTS, CRACKS, OR STRUCTURALLY DAMAGED AREAS.

PAYMENT: ENTIRE AMOUNT IS TO BE PAID UPON PROGRESS BILLING. IF NOT PAID WITHIN 30 DAYS, LEGAL ACTION & ATTORNEYS FEES TO BE PAID BY DEFENDANT INTEREST CHARGED AT 1.5% MONTHLY. PLEASE NOTE: THIS PROPOSAL IS VOID IF NOT ACCEPTED WITHIN 30 DAYS.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED. ALL WORK TO BE COMPLETED IN A PROFESSIONAL MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COST WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR DELAYS BEYOND OUR CONTROL. OWNER TO CARRY FIRE AND OTHER NECESSARY INSURANCE. OUR WORKERS ARE FULLY COVERED BY WORKER'S COMPENSATION INSURANCE.

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATION AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE OF ACCEPTANCE:

AUTHORIZED SIGNATURE:

TONY TOSTE  
PRESIDENT FOR  
TOSTE CONSTRUCTION, INC.

DATE OF ACCEPTANCE:

\_\_\_\_\_



EXHIBIT H

# FORCE TRAFFIC CONTROL, Inc.

CONSTRUCTION ZONE TRAFFIC CONTROL \* California C-31 License No. 790502  
 Member, Associated General Contractors \* Member, American Traffic Safety Services Association  
 UDBE-DBE-WBE No. 29335 (CalTrans) \* Small Business Certification No. 19303 (CA DGS)  
 CA Office: P.O. Box 1107, Exeter CA 93221 \* Estimating Phone (559) 280-3613 \* FAX (559) 594-1056

December 18, 2012

## QUOTATIONS FOR TRAFFIC CONTROL ITEMS

### Templeton Road Widening near Templeton, San Luis Obispo County

#### A. FLAGGING & FLAGGERS' SIGNS, CONES, RADIOS, etc. (Part of Item No. 8)

- Two flaggers per 8-hour weekday shift @ \$ 1,100;
  - Additional flagger (each) per 8-hour weekday shift @ \$ 530;
  - Overtime after 8<sup>th</sup> hour, each flagger @ \$ 72 per hour;
  - Double-time after 12<sup>th</sup> hour, each flagger @ \$86 per hour
  - Short-shift credit (applied for workdays less than 8 hours) @ (\$58) per flagger per hour.
- INCLUSIONS: ATSSA-certified and fully equipped Flaggers; any travel pay; all required portable daily advance warning signs for flagger-controlled sections including set-up and breakdown labor; reflectorized cones for stop areas and advance warnings signs; "Lane Closed" signs on portable stands; VHF or UHF two-way radios (see endnotes).

#### B. PILOT CAR (If needed) (Part of Item No. 8)

- Per 8-hour weekday shift @ \$ 570;
  - Overtime after 8<sup>th</sup> hour @ \$84 per hour;
  - Double-time after 12<sup>th</sup> hour @ \$89 per hour
  - Short-shift credit (applied for workdays less than 8 hours) @ (\$68) per hour.
- INCLUSIONS: Experienced pilot car operator with multiple traffic control certifications; fully equipped pilot truck, including signage, beacons and VHF or UHF radio and CB radio (see endnotes); "Wait For Pilot Car" signs with portable stands.

**NOTE: Quotations C through E below are offered contingent upon the use of our Flagging & Pilot Car (if Pilot Car is needed)**

#### C. CONSTRUCTION AREA SIGNS @ \$ 1,400 Lump Sum (Item No. 7)

INCLUSIONS: Provide, install and maintain all signs listed on Plan Sheet No. 1.

#### D. TRAFFIC CONTROL TECHNICIAN LABOR (includes truck) (Part of Item No. 8)

- \$ 70 per hour straight-time; \$ 84 per hour overtime; \$ 89 per hour doubletime.
- Part-time work only, to be performed pre- or post-shift and includes but is not limited to setting and resetting of safety delineations, relocations of auxiliary signs, etc.
- INCLUSIONS: ATSSA-certified Traffic Control Technician with truck.

#### E. ADDITIONAL TRAFFIC CONTROL DEVICES (Part of Item No. 8)

We can provide a wide variety of additional traffic control devices at modest rental rates. All devices are night-rated with high-intensity retroreflectivity and are NCHRP-350 certified. See a partial list with rental rates on page 3 below.



## EXHIBIT H

PAGE 2 of 3  
Force Traffic Control - Quotations for Templeton Road

**GENERAL NOTES - Please read carefully****Information that may be needed when listing Force Traffic Control as a subcontractor:**

- Address, phone & fax are in letterhead on Page 1 above;
  - DBE & Small Business Certification numbers are also shown in the letterhead; expiration dates are 7/1/2013;
  - Contractors License: No. 790502, Class C-31 (California); expiration is 4/30/2014;
  - Annual Receipts Range: \$1,000,000 to \$5,000,000;
  - 16 years in business.
- **Acknowledgement & Agreement:** By appointing or listing Force Traffic Control as a subcontractor on this project, the Prime Contractor acknowledges and agrees to all applicable terms and conditions as stated above and in the descriptions below.
  - **Radios:** Our flaggers and pilot car(s) will be equipped with VHF or UHF 2-way radios. Additionally, pilot cars and hauling-side flaggers are equipped with CB radios for coordination with your truckers and other CB-equipped equipment.
  - **Emergency Night Work:** (a) No increase is applicable to any labor rates quoted above; (b) All added costs associated with illuminating the traffic control system shall be borne by the Prime Contractor.
  - **Labor Agreements:** Signatory to AGC-No. California Laborers' Traffic Control & Lane Closure Agreement.
  - **Insurance:** Force Traffic Control, Inc. maintains insurance coverages as required by USDOT-FHWA, CalTrans and Nevada DOT (Commercial General Liability, Workers Comp and Commercial Auto). Any additional coverages required by the Prime Contractor can be acquired by us at the Prime Contractor's sole par-value expense (e.g., Workers' Comp Walver of Subrogation, Excess Liability umbrella).
  - **Mobilization:** For this project our initial advance notice requirements are 21 calendar days for utility locates and installation of construction area signs and 10 days for mobilization of flaggers, pilot car, etc. Later re-mobilizations after any breaks require 10 days advance notice.
  - **Inclusion of these entire quotations in Subcontract or Work Order** Is required either within the body of the Subcontracts/Work Orders or appended to and referenced within the Subcontracts/Work Orders. Such inclusion and /or referencing in no way obligates the Prime Contractor to use any of the optional quotations above.

Should you have any questions regarding these quotations, please call Bill at 559.280.3613.

Cordially,

*Rosemary Force Stimpel*

President



## EXHIBIT H

PAGE 3 of 3  
Force Traffic Control - Quotations for Templeton Road

FORCE TRAFFIC CONTROL, INC. TRAFFIC CONTROL SYSTEM EQUIPMENT RENTAL RATES (Includes delivery & Initial setup) (devices frequently used for this type of work are in bold italics)						
TYPE	N O T E	First Day	First Month	1 Month to 3 Months (Note 1)	3 Months to 6 Months (Note 1)	
<i>Cone, 28" Reflective</i>	<b>2</b>	<b>\$6</b>	<b>\$6</b>	<b>\$12</b>	<b>\$18</b>	
Cone, 36" Reflective	2	\$6	\$6	\$12	\$18	
<i>Traffic Drum, 42" Reflective</i>	<b>2-3</b>	<b>\$15</b>	<b>\$15</b>	<b>\$20</b>	<b>\$45</b>	
<i>Portable Delineators, 42" Reflective</i>	<b>2-3</b>	<b>\$8</b>	<b>\$8</b>	<b>\$12</b>	<b>\$15</b>	
<i>Portable Object Marker, 36"x12" Reflective</i>	<b>2-3</b>	<b>\$10</b>	<b>\$10</b>	<b>\$16</b>	<b>\$40</b>	
Barricade, Type 3, Reflective	2-3	\$35	\$35	\$50	\$70	
<i>Warning Light, Type A LED Flashing</i>	<b>2</b>	<b>\$10</b>	<b>\$10</b>	<b>\$15</b>	<b>\$20</b>	
Warning Light, Type C LED Constant Burn	2	\$10	\$10	\$15	\$30	
Warning Light, Type B Hi-Int. 8" LED Beacon	2-4	\$25	\$25	\$12/month	\$12/month	
NOTES:						
1. Rates for multiple months are Lump Sum (not monthly) except where noted as monthly.						
2. First day rate = first month rate (to cover move-in/move-out costs).						
3. Can accommodate up to 2 warning lights.						
4. For nightshift work, several CalTrans districts now prefer that we install one of these LED Beacons atop all of the required portable advance warning rather than using only 2 - 12" beacons at the project's perimeters.						

## EXHIBIT H

**KRC SAFETY CO., INC.**

BARRICADE RENTAL ~ TRAFFIC CONTROL  
 6084 West Hurley Ave. Visalia, California 93291  
 Phone (559) 732-0393 • FAX (559) 732-2684  
 WWW.KRCSAFETY.COM

To: Estimator

Job # San Luis Obispo County - Templeton Road

Bid Date: 12-20-2012

KRC BID # C12-1277

\*UNION, LICENSE #A507950, UDBE(NATIVE AMERICAN), DBE(CERT. #000447), SBE(CERT. #0006897)\*

ITEM	DESCRIPTION	UNIT	QTY	\$/UNIT	TOTAL
7	Traffic Control				
*	2 man Flaggers \$1,415.00 per 8 hour shift				
	-Additional Lane closure Please add \$115.00.				
	-price includes (1) arrowboard per lane closure				
*	1 man Shoulder Closure \$875.00 per 8 hour shift				
	<u>Traffic Control Notes:</u>				
	-If less than 2 consecutive shifts are performed please add 10% to quoted traffic control rates				
	-Cancelations made less than 4 hours notice of requested show up time will be charged at 40% of quoted rates, all cancelations MUST be received in written form, via fax or e-mail.				
	- All overtime will be charged at \$90.00 per hour per man				
	- Add \$70.00 per light tower per shift if applicable.				
	- All Saturday traffic control rates multiply by 1.45				
	- All Sunday traffic control rates multiply by 1.85				
	-Traffic control setups to conform to applicable Caltrans Standard closure				
	-Changeable message boards not included in any prices above. (Please see below)				
*	Portable Changeable Message Sign (PCMS) - per each, rental only				
	- \$150.00/day : \$455.00/week : \$1,225.00/month (based on 30 day month)				
	- \$280.00 delivery fee per pcms : \$280.00 pick up fee per pcms				
*	Construction Area Signs	Ls	Ls	Ls	\$2,950.00
	- Price above includes Road Work Ahead & End Road Work sign furnished, installed and removed per project plans and specifications, only.				
	-signs will be covered at installation if necessary, prime contractor responsible for covering and uncovering as needed.				
*	Note: Traffic Control Plan preparation lead times will be determined after a complete schedule and location phasing is furnished by the customer.				
	-Allow up to (1) week for Traffic Control Approvals by the project owner.				
	-Allow (2) days for KRC to schedule the implementation of traffic control devices, if applicable				
	Note: Construction Area Sign Portion of Item 2 and item 5 must be bid together, all item work to be completed during same mobilization, (1) move in, (1) move out.				
*	Note: The contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Traffic control plan. Traffic Control Plan is not included.				
	Note: No parking signs, Open Trench sign packages are excluded.				
*	Note: All rental equipment is subject to KRC's standard rental agreement.				
*	Note: Per day rate will be measured by calendar days, starting on date of delivery, and ending on date of pickup.				
*	Note: Prior to accepting this quote everything on Attachment A must be understood and accepted.				





## EXHIBIT I

**CINDY TRUMP INC.**  
**LINDY'S COLD PLANING**  
**DBE ~ WBE ~ SBE~ UDBE~ CERTIFIED File #40089**  
**625 W. MOUNTAIN VIEW**  
**LA HABRA, CA 90631**  
**PHONE 562.697.2286 FAX 562.697.2039**  
**LIC # A 754500**  
**BID PROPOSAL**

<b>CONTRACTOR:</b> Various
<b>JOB NAME:</b> County of San Luis Obispo -- Widening of Templeton Road
<b>BID DATE :</b> 12/20/212
<b>CONTACT :</b> Estimating
<b>PHONE :</b>
<b>FAX:</b>
<b>Coldmilling Rental of Grinders</b> <b>Wirtgen F-120 4'</b> Daily Minimum Rental: (8) Hr. Min     \$2800.00 OT. Hours \$390.00 Per Hr. Machine Includes (1) Operator Overtime Rate: Add \$50.00 Per Hr. Mobilization: \$1580.00
<b>**All Operators are Signatory to Operating Engineers.</b>
<u>Special Conditions</u>

A) All prices are based on Rental by the day. A (8) Hour Minimum is required on all equipment Ordered. Additional hours are listed above by the hour per machine operated. Rental is based On continuous operation until job is complete.  
B) All work based on straight shift (Monday thru Friday) unless otherwise stated. O.T. Rates Would apply to any shift over (8) hours, holidays or weekend work.  
C.) Operators will be paid in increments of (8) hour min per /shift  
D.) Excludes any handwork or areas grinder cannot access. A mini grinder may be rented Operated if necessary. We offer mini grinders at additional charges.

**GRINDING JOB TERMS AND CONDITIONS****PRICES ARE SUBJECT TO VARY UPON CHANGE OF SCOPE IN WORK.**

1. All grinded areas need to be clearly marked by general contractors or inspector before grinding operations start.
2. Contractor to provide water for milling operations.
3. All operations exclude petromat unless otherwise stated on this proposal.
4. Contractor agrees to notify all utility contractors or companies in which involve underground utilities and take all responsibility for damaged utilities caused by grinder.
5. Areas in and around corners, overhangs, parking bays, valves, manholes and unreachable areas for the milling machine or mini grinder become contractors responsibility.
6. Contractor is responsible for all damages to machine for any items buried in ground or not marked out and will be billed at union time and material rate.